

1 FRANK M. PITRE (SBN 100077)  
fpitre@cpmlegal.com  
2 STUART G. GROSS (SBN 251019)  
sgross@cpmlegal.com  
3 **COTCHETT, PITRE & McCARTHY**  
San Francisco Airport Office Center  
4 840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
5 Telephone: (650) 697-6000

6 WILLIAM M. AUDET (SBN 117456)  
waudet@audetlaw.com  
7 ADEL NADJI (SBN 232599)  
anadji@audetlaw.com  
8 **AUDET & PARTNERS LLP**  
221 Main St Ste 1460  
9 San Francisco, CA 94105  
Telephone: 415.568.2555

10 *Attorneys for Plaintiffs and*  
11 *the Class Members*

12  
13 **UNITED STATES DISTRICT COURT FOR**  
14 **THE NORTHERN DISTRICT OF CALIFORNIA**

15 Allen Loretz, individually and on behalf of )  
all others similarly situated, )

16 Plaintiffs, )

17 v. )

18 Regal Stone, Ltd., Hanjin Shipping, Co., )  
19 Ltd., Synergy Maritime, Ltd., Fleet )  
Management Ltd., and John Cota, *In* )  
20 *Personam*; M/V Cosco Busan, their engines, )  
tackle, equipment, appurtenances, freights, )  
21 and cargo *In Rem*, )

22 Defendants. )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

Case No. C 07-5800 SC

And related cases:

07-6045 SC, 08-2268 SC, 08-2052 SC,  
08-5098 SC, 09-01469 SC

**SUPPLEMENTAL DECLARATION  
OF FRANK M. PITRE IN SUPPORT  
OF CLASS COUNSELS' MOTION  
FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE  
AWARDS TO THE NAMED  
PLAINTIFFS**

1 I, FRANK M. PITRE, declare as follows:

2 1. I am an attorney admitted to practice before all courts of the State of California  
3 and before this Court, and am a partner in the law firm Cotchett, Pitre & McCarthy ("CPM")  
4 where I have practiced since 1981. I make this supplemental declaration of my own personal  
5 knowledge, and, if called as a witness, I could and would competently testify to the matters stated  
6 below.

7 2. I submit this declaration in support of Class Counsels' Motion For Award Of  
8 Attorneys' Fees, Costs, And Service Awards To The Named Plaintiffs.

9 3. From the onset of the litigation and throughout it, Mr. Joe Walsh has expressed to  
10 me that his clients, Defendants were adverse to class actions and had instructed Mr. Walsh to do  
11 everything he could to attack them, as it was easier to resolve the claims individually through the  
12 claims process.

13 4. In order to assess the potential long-term impact of the Spill on San Francisco  
14 Dungeness Crab fishery we retained several experts. These included the Research Group of  
15 Corvallis, Oregon, which included among its members Dr. Hans D. Radtke, a professional  
16 resource economist, with over thirty-five years in the field, Shannon W. Davis, a statistician and  
17 systems research specialist with over thirty years of experience in the field of natural resource  
18 management and economics, and James T. Golden a fisheries biologist with over forty years of  
19 experience. The Research Group provided a thorough and detailed analysis of the Spill's  
20 potential to create a long-term stigma attached to San Francisco Bay Area Dungeness crab that  
21 would depress the prices therefor. We also retained Edward Ueber who for twenty-four years  
22 served as the Manager of the Gulf of the Farallones National Marine Sanctuary, Cordell Bank  
23 National Marine Sanctuary and Northern Sector of the Monterey Bay National Marine Sanctuary  
24 of the National Ocean and Atmospheric Administration (NOAA), is currently Ocean  
25 Superintendent to the National Park Service Western Region, and served as NOAA's  
26 representative in the trustees of the Cape Mohican oil spill that occurred in 1996 in the San  
27 Francisco Bay, in which 40,000 gallons of bunker fuel was spilled near Fisherman's Warf. Ed  
28

1 Ueber is one of the foremost experts on the marine life of San Francisco Bay and has substantial  
2 experience assessing the impact of oil spills the Bay's marine life.

3 5. Plaintiffs' Class Counsel refused to engage in serious settlement negotiations until  
4 their experts had acquired sufficient evidence to assess the likelihood of significant impact on the  
5 Dungeness crab fishery. At all times, the negotiations were adversarial, with significant disputes  
6 over the assessment of harm to the fishery. Only after the exchange of information evaluated by  
7 experts on both sides and there was substantial scientific agreement that future damage to the  
8 fishery was highly unlikely was a final settlement agreed upon.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on August 20, 2010.

11  
12 /S/  
13 FRANK M. PITRE  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28